

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
In re: : Chapter 11
:
RESIDENTIAL CAPITAL, LLC, et al., : Case No. 12-12020 (MG)
:
Debtors. : Jointly Administered
:
----- X

**DECLARATION OF DEANNA HORST IN SUPPORT OF OBJECTION OF
THE LIQUIDATING TRUST TO REQUEST OF
VERIZON BUSINESS NETWORK SERVICES INC. FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

I, Deanna Horst, declare as follows:

A. Background and Qualifications

1. I am the Chief Claims Officer for the ResCap Liquidating Trust (the “**Liquidating Trust**”), and previously served as Chief Claims Officer for Residential Capital, LLC and its affiliates (“**ResCap**”), a limited liability company organized under the laws of the state of Delaware and the parent of the other post-effective date debtors in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”). I am responsible for Claims Management and Reconciliation and Client Recovery.

2. I submit this declaration (the “**Declaration**”) in support of the *Objection of the Liquidating Trust to Request of Verizon Business Network Services Inc. for Allowance and Payment of Administrative Expense Claim* (the “**Objection**”).¹

3. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge; information supplied or verified by personnel in departments within the Debtors’ various business units; my review of the Debtors’ files, books and records, as

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Objection.

well as other relevant documents; information supplied by the Debtors' and the Liquidating Trust's employees, consultants and counsel; or my opinion based upon my experience, expertise, and knowledge of the Debtors' operations, financial condition and history. In making statements based on my review of the Debtors' files, books and records, relevant documents, and other information prepared or collected by the Debtors' or the Liquidating Trust's employees, consultants or counsel, I have relied upon these employees, consultants, and counsel accurately recording, preparing, collecting, or verifying any such documentation and other information.

B. The Verizon Agreements

4. At the request of the Liquidating Trust, counsel to Verizon provided counsel to the Liquidating Trust with copies of the Agreement (between the Debtors and Verizon) and the Affiliate Agreement (between GMAC, Inc. and Verizon), as well as other amendments to the Agreement that are not relevant to the Objection.² GMAC, Inc., the predecessor to Ally Financial, Inc. ("**AFI**"), was not party to the Agreement.

5. A copy of the Affiliate Agreement as provided to counsel to the Liquidating Trust by Verizon is attached hereto as **Exhibit 1**. A copy of an amendment to the Affiliate Agreement entered into between Verizon and AFI in February 2013, as provided to counsel to the Liquidating Trust by Verizon, is attached hereto as **Exhibit 2**.

C. Verizon's Purported Claims

6. As part of the sales of the Debtors' servicing and origination business which closed in January and February 2013, the Debtors sought to assume and assign the Agreement to the purchasers of the Debtors' assets. The Debtors served Verizon with a Cure

² Because of its voluminous nature, the Agreement is not attached hereto, but the Liquidating Trust will make copies available to the Court upon request.

Notice, including a proposed amount to cure all prepetition defaults under the Agreement. The Debtors did not seek to assume or assign the Affiliate Agreement.

7. Verizon objected to the proposed cure amount, and following negotiations among the Debtors and Verizon, the parties reached a confidential agreement as to the cure amount for all prepetition defaults under the Agreement, thereby resolving Verizon's objection. With respect to any postpetition obligations, Verizon and the Debtors agreed that any such valid obligations of the Debtors thereunder would be paid in the ordinary course of business and subject to the availability under the Debtors' postpetition financing agreements.³ At no time did Verizon assert any cure claims based on amounts purportedly due under the Affiliate Agreement. The settlement agreement between the Debtors and Verizon regarding Verizon's cure amounts therefore does not reference any obligations under the Affiliate Agreement.

8. In January 2014, in response to the Motion, at the request of the Liquidating Trust, counsel to Verizon produced voluminous invoices, all of which were addressed to GMAC, Inc., a non-Debtor. Because the invoices are voluminous, attached hereto as **Exhibit 3** are the cover pages of the invoices provided by Verizon to counsel to the Liquidating Trust. On their face, these invoices describe services provided by Verizon to GMAC, Inc. (i.e., AFI), and certain other non-Debtor affiliates of AFI, including, for example, GMAC Financial Services, and "Residential Capital" entities located in the United Kingdom, each of which are non-Debtors and affiliates of AFI. The invoices do not appear to identify services provided to any Debtor.

³ Because the cure settlement agreement is confidential, a copy is not attached hereto, but the Liquidating Trust will make copies available to the Court upon request.

9. In addition, the Debtors' books and records do not reflect the Debtors' receipt of any of the services described on the invoices. The Debtors have not historically made any payments to Verizon for any services provided by Verizon to GMAC, Inc. or AFI under the Affiliate Agreement. The Debtors have, however, made all postpetition payments to Verizon on account of services performed for the Debtors under the Agreement in the ordinary course of business.

10. It is my understanding that, in 2013, Verizon and AFI engaged in extensive negotiations regarding AFI's payment of the amounts for which Verizon seeks administrative priority in the Motion. Neither the Debtors nor the Liquidating Trust were party to those negotiations.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed: January 23, 2014

/s/ Deanna Horst
Deanna Horst
Chief Claims Officer for the
ResCap Liquidating Trust

Exhibit 1

**FIFTH AMENDMENT TO THE
VERIZON BUSINESS SERVICE AGREEMENT**

This Fifth Amendment to the Verizon Business Service Agreement ("Fifth Amendment") is entered into as of the dates set forth below, by and between **Residential Capital, LLC** ("Customer") and **Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Service and Verizon affiliates listed in Exhibit 1** (individually and collectively "Verizon"). Provided that this Fifth Amendment is executed by Verizon, the rates, charges and discounts contained herein will be effective on the first (1st) day of the second (2nd) billing cycle following Customer's signature and delivery of this Fifth Amendment to Verizon ("Fifth Amendment Effective Date").

WHEREAS, Customer and Verizon entered into that certain Verizon Business Service Agreement signed by Customer on May 4, 2007 (the "VSA"), as amended by that certain First Amendment signed by Customer on June 28, 2007, as amended by that certain Second Amendment signed by Customer on July 17, 2007, as amended by that certain Third Amendment signed by Customer on March 12, 2008, and as amended by that certain Fourth Amendment signed by Customer on June 16, 2008 (as amended, the "Agreement"), with respect to certain services to be provided to Customer by Verizon, as more particularly described therein.

The parties agree to amend the Agreement as follows:

1. **Services.** Section 1 (Services) and Subsection 1.1 of the Agreement are deleted in their entirety. Subsection 1.1 is not replaced. Section 1 is replaced with the following, for the purpose of removing the restriction on the sale of voice capable CPE:

1. **Services.** Verizon will provide to Customer those service(s) described in the Schedules to this Agreement. Certain non-US Services will be performed and billed out of international Verizon operating companies ("Verizon Provisioning Entities") pursuant to Service Order Forms between the applicable local Verizon Provisioning Entity(ies) and the applicable local Customer operating company ("International OpCo SOFs") and governed by the terms and conditions of this Agreement (including the order of precedence as outlined in Section 3 below). Together with the International OpCo SOFs, this Agreement establishes the terms and conditions under which Verizon Provisioning Entities will provide the Services to Customer, its Affiliates (as defined below) and authorized users.

2. **Indemnification.** Section 15.3 (Intellectual Property Indemnification) of the Agreement (but not its subsections) is hereby deleted in its entirety and replaced with the following:

- 15.3 **Intellectual Property Indemnification.** Section 15.3 (Intellectual Property Indemnification) applies to all Services provided under this Agreement, unless different intellectual property indemnification terms are included in the applicable Service Attachment.

3. **Corrections and Clarifications.** Schedule A-II.F (Internet Dedicated Service Service Attachment) and Schedule A-II.G (EMEA Services Service Attachment) to Attachment A (Services) to the Agreement were added via the Second Amendment and the Third Amendment, respectively; however, no corresponding sections were added to Section II (Non-Tariff Services) of Attachment A. The following new Sections F and G are hereby added to Section II of Attachment A to the Agreement:

- II.F **Internet Dedicated Services.** Verizon will provide to Customer Verizon Internet Dedicated Services under the terms and conditions set forth in this Agreement and Schedule A-II.F which is attached hereto and incorporated herein by reference.

- II.G **EMEA Services.** Verizon will provide to Customer Verizon EMEA Services under the terms and conditions set forth in this Agreement and Schedule A-II.G which is attached hereto and incorporated herein by reference.

4. **Domestic Private IP Service (Special Pricing).**

- 4.1 In Attachment A (Services) of the Agreement, Schedule A-II.D (Private IP Service (Options 1 and 2) Service Attachment), Subsection I.A.1.a (Installation and Ancillary NRCs for Contiguous United States, Hawaii and Puerto Rico), in the first rate table all of the amounts in the two columns entitled "NRC (per Port)" are hereby changed to \$0. For avoidance of doubt, the second rate table (for "Ancillary Type") remains unchanged.

4.2 In Attachment A (Services) of the Agreement, Schedule A-II.D (Private IP Service (Options 1 and 2) Service Attachment), Subsection I.A.3.b (Port Charges for the contiguous United States and Hawaii Installations) the line items corresponding to Bundled Ethernet Flow (dedicated only) at the Port Speeds of 100, 200 and 1,000 Mbps are hereby amended by changing the corresponding value in the column entitled "Bundled Ethernet Flow Port MRC" to \$10,000, \$19,300 and \$54,000, respectively. The discount stated in Section I.A.3.a shall apply to the MRC. For clarity, the referenced line items will now be stated as follows:

Bundled Ethernet Flow Port Speed* (dedicated only)	Bundled Ethernet Flow Port MRC	Disaster Recovery MRC
100 Mbps**	\$10,000	NA
200 Mbps**	\$19,300	NA
1,000 Mbps**	\$54,000	NA

**Verizon will waive the MRC.

5. **Converged Ethernet Access.** In Attachment A (Services) of the Agreement, a new Section II.F is added, to read as follows:

F. **Domestic Access.** Customer will receive a twenty percent (20%) discount off LIT (Type 1) Converged Ethernet Access monthly recurring charges.

6. **International Private IP Service (Special Pricing).**

6.1 In Attachment A (Services) of the Agreement, Schedule A-II.D (Private IP Service (Options 1 and 2) Service Attachment), Subsection I.B.1 (Non-Recurring Charges) is hereby amended by deleting the rate table in its entirety and replacing it with the following:

International Private IP	
Speed	NRC (per port)
56/64 Kbps - 2.048 Mbps	\$0
3.072 Mbps and higher	\$0

6.2 In Attachment A (Services) of the Agreement, Schedule A-II.D (Private IP Service (Options 1 and 2) Service Attachment), Subsection I.B.2.a (Special Pricing) is hereby amended, by adding the following new special pricing:

Product: PIP Ethernet (Option 1, 2)		
Location	Speed	MRC pre-discount*
UK	200Mb	\$12,762
UK	1000Mb	\$ 34,188
*Stated rates are will be further subject to discount stated in Subsection I.B.2.a.		

6.3 In Attachment A (Services) of the Agreement, Schedule A-II.D (Private IP Service (Options 1 and 2) Service Attachment), Subsection I.B.2.a (Special Pricing) is hereby amended, by adding the following at the end of the first paragraph:

"NRC for all international PIP ports shall be waived."

and deleting the following verbiage under the rate table for Barcelona, Spain PIP Ethernet:

• NRC for PORT Private IP are as follows:

> 64K - 2.048M = \$300

> 3.072M and above speeds = \$600

• The above install PIP charges of \$3,000 will be waived for the proposed PIP EMEA Network provided VB gets a full Term of 12-months

7. **Business Downturn.** Customer incurred a shortfall of \$76,980.68 against its AVC applicable to the Option Term, which would result in an Underutilization Charge of \$23,094.20. On September 25, 2008, Customer gave written notice of its election to invoke the one-time waiver of Underutilization Charge under Section 28 (Business Downturn) of the Agreement, as amended by the Fourth Amendment, and has requested relief from 100% of the Underutilization Charge. Verizon acknowledges that Customer has satisfied the requirements stated in Section 28 and is entitled to the one-time waiver of Underutilization Charge. Under Section 28.1 of the Agreement, as amended by the Fourth Amendment, the maximum amount that can be waived is \$1,400,000. Customer therefore qualifies for relief from \$23,094.20, or 100% of the Underutilization Charge.
8. **Affiliate Participation.** GMAC Inc. shall be added as a participating Affiliate under the Affiliate Participation Agreement attached as Exhibit 1 hereto, upon execution of said Affiliate Agreement by Verizon and GMAC Inc.
9. **Definitions.** All capitalized terms used but not expressly defined in this Fifth Amendment have the meanings given to such terms in the Agreement.
10. **Entire Agreement.** Except as expressly modified by this Fifth Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of Customer and Verizon. This Fifth Amendment, the Agreement, and the applicable Tariffs and Guide, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
11. **Acceptance Deadline.** Pricing and/or promotional benefits in this Fifth Amendment may not be available if it is not signed and delivered to Verizon on or before **February 26, 2010**. Any and all prior offers made to Customer, whether oral or written, regarding the subject matter hereof are superseded by this offer.

Residential Capital, LLC

By: [Signature]

Name: Brian Flury

Title: Director, IT Procurement

Date: 2-26-10

Verizon Business Network Services Inc.

By: [Signature]

Suleiman Hessami

Vice President

Date: 2/26/2010

Black/Boonie/Seagr/GMAC ResCap/Am. 5-2.22.10 RS.doc

Exhibit 1

**COMMUNICATIONS SERVICES
AFFILIATE PARTICIPATION AGREEMENT**

This Affiliate Participation Agreement ("Affiliate Agreement") is made by and between Verizon Business Network Services, Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and Verizon affiliates listed in Exhibit 1 to the VSA (individually and collectively "Verizon") with offices at 1 Towne Square, Southfield, MI USA 48076 ("Verizon") and GMAC Inc., with offices at 200 Renaissance Drive, Detroit, MI 48265 ("Affiliate"). This Affiliate Agreement is binding upon execution by both parties. Acceptance of this Affiliate Agreement by Verizon is subject to Affiliate meeting Verizon's standard credit terms and conditions, which may be based on commercially available credit reviews and to which Affiliate hereby consents.

Background

1. Affiliate is an "Affiliate" of Residential Capital, LLC ("Residential"), as "Affiliate" is defined in that certain Verizon Business Services Agreement ("VSA") signed by Residential on May 4, 2007 between Residential and Verizon.
2. Customer has negotiated a Verizon Business Services Agreement ("VSA") with Verizon, subject to the terms and conditions of the VSA and this Affiliate Agreement. Verizon and Customer are permitting Affiliate to receive services from Verizon under the VSA.
3. Affiliate represents that as of the signature date of this Affiliate Agreement, Affiliate is not currently a Verizon customer under its own contract(s) with Verizon for Legacy MCI Company Services.
4. "MCI Legacy Company" shall mean an affiliate of Verizon that was an affiliate of MCI, Inc. prior to the acquisition of MCI, Inc. by Verizon Communications Inc., including one or more of the following entities (without limitation): MCI Communications Services, Inc. d/b/a Verizon Business Services; MCI Metro Access Transmission Services LLC d/b/a Verizon Access Transmission Services; MCI Metro Access Transmission Services of Virginia, Inc. d/b/a Verizon Access Transmission Services of Virginia; and MCI Metro Access Transmission Services of Massachusetts, Inc. d/b/a Verizon Access Transmission Services of Massachusetts, and applicable affiliated operating companies outside the United States.

Agreement

The parties agree as follows:

1. Verizon will provide the Services described in the VSA to Affiliate, subject to the terms and conditions of the VSA (which includes incorporation of the Guide and applicable Tariffs by reference, as those terms are defined in the VSA) and this Affiliate Agreement. Affiliate agrees to be responsible for all obligations of Customer under the VSA with respect to the Services provided to Affiliate, except that Affiliate will not be subject to the Annual Volume Commitment (Section 5 of the VSA, including all subsections thereof) or Underutilization (Section 6 of the VSA) and Termination/Disconnection Notice (Section 10 of the VSA). In addition, Sections 14 (Mutual Limitations of Liability) and 15 (Indemnification) of the VSA shall not apply to Affiliates.
2. Verizon Services are made available subject to the terms and limitations of the VSA and Verizon's applicable tariffs or, where detariffed, Verizon's Service Publication and Price Guide ("Guide"), which is available on Verizon's Internet web-site (www.verizonbusiness.com/guide) and incorporated herein by reference.
3. Verizon will bill Affiliate Participant for all Verizon Services ordered by Affiliate hereunder pursuant to the VSA's terms and conditions, including, but not limited to, all applicable rates and discounts and payment terms.
4. The "Term" of this Affiliate Agreement will begin on the date Affiliate first receives Service, and will continue until the earlier of: (a) the date of Affiliate's termination or expiration of this Affiliate Agreement, (b) the date the VSA expires or is terminated, (c) three (3) months after the date on which Affiliate no

longer qualifies as an Affiliate of Customer, whether as a result of a sale, divestiture or otherwise, or (d) the date on which Verizon terminates services of Affiliate pursuant to the VSA or Verizon's Guide or applicable tariff. The rates, charges, credits and discounts for Service provided to Affiliate will be effective on the first day of the second full monthly billing cycle following the execution and delivery of this Affiliate Agreement by Affiliate to Verizon, except where a Schedule to the VSA indicates otherwise (the "Participation Services Effective Date").

5. Either party may terminate this Affiliate Agreement with or without cause upon thirty (30) days prior written notice to the other party; provided, that Affiliate will remain liable for usage and other charges and obligations incurred until termination of service is complete.

6. This Affiliate Agreement together with referenced documents is the complete and only agreement of Customer and Affiliate for the services identified in the VSA and this Affiliate Agreement. No modification shall be valid unless made in writing and signed by authorized representatives of both parties. Verizon and Residential may amend the VSA by mutual agreement, and Affiliate agrees to be bound by any such amendments, except that Verizon and Affiliate must agree in writing to any amendment of the VSA that creates additional obligations of Affiliate that are more onerous than the obligations of "Customer" in general under the VSA, as amended.

7. This Affiliate Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. The parties agree not to contest the venue of the United States District Court for the Southern District of New York for all disputes arising under this Agreement, other than those that are required to be heard by the Federal Communications Commission.

IN WITNESS WHEREOF, Verizon and the undersigned Participant have caused this Affiliate Participation Agreement to be executed in duplicate by their representatives hereunto duly authorized.

Verizon Business Network Services Inc.

By: 

Suleiman Hessami

Title: VP Pricing/Contract Management

Date: 2/26/10

Black/Boonie/Sears/GMAC ResCap/GMAC Inc. Affiliate Agreement -- 2.22.10 RS.doc

GMAC Inc.

By: 

Title: Director, IT Procurement

Date: 2-26-10

Exhibit 2

**FIRST AMENDMENT TO THE
COMMUNICATIONS SERVICES
AFFILIATE PARTICIPATION AGREEMENT**

This First Amendment to the Communications Services Affiliate Participation Agreement ("First Amendment") is entered into as of the dates set forth below, by and between **Ally Financial Inc. (f/k/a GMAC Inc.) ("Ally")** and **Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Service and Verizon affiliates listed in Exhibit 1** (individually and collectively "Verizon"). Provided that this First Amendment is executed by Verizon, the rates, charges and discounts contained herein will be effective on the first (1st) day of the first (1st) billing cycle following Ally's signature and delivery of this First Amendment to Verizon ("First Amendment Effective Date").

WHEREAS, Ally and Verizon entered into that certain Communications Services Affiliate Participation Agreement signed by Ally on February 26, 2010 (the "Affiliate Agreement"), which allowed Ally to order and receive services under the Verizon Business Service Agreement, as amended, by and between Verizon and Residential Capital, LLC and signed by Residential Capital, LLC ("ResCap") on May 4, 2007 (the "VSA"); and

WHEREAS, Ally currently receives services from Verizon pursuant to the Affiliate Agreement; and

WHEREAS, the Affiliate Agreement provides for a 3-month transition period in the event that the VSA is terminated or Ally ceases to be an affiliate of ResCap; and

WHEREAS, ResCap is in bankruptcy proceedings and intends to assign the VSA to one or more purchasers of its assets; and

WHEREAS, Ally wishes to extend the transition period;

NOW, THEREFORE, the parties agree to amend the Affiliate Agreement as follows:

1. **Transition Period.** Section 4 of the Affiliate Agreement is deleted in its entirety and replaced with the following:
 4. The "Term" of this Affiliate Agreement will begin on the date Affiliate first receives Service, and will continue until the earlier of: (a) the date of Affiliate's termination or expiration of this Affiliate Agreement, (b) six (6) months after the date the VSA expires, is terminated, or is assigned by ResCap to a third party that is not an affiliate of Affiliate, (c) six (6) months after the date on which Affiliate no longer qualifies as an Affiliate of ResCap, whether as a result of a sale, divestiture or otherwise, or (d) the date on which Verizon terminates services of Ally pursuant to the VSA or Verizon's Guide or applicable tariff. The rates, charges, credits and discounts for Service provided to Affiliate will be effective on the first day of the second full monthly billing cycle following the execution and delivery of this Affiliate Agreement by Affiliate to Verizon, except where a Schedule to the VSA indicates otherwise (the "Participation Services Effective Date"). During any transition period as described in subsection (b) or (c) above, the terms and conditions of the VSA shall apply to Affiliate notwithstanding any termination, expiration or assignment of the VSA.
2. **Definitions.** All capitalized terms used but not expressly defined in this First Amendment have the meanings given to such terms in the Affiliate Agreement.
3. **Entire Agreement.** Except as expressly modified by this First Amendment, the Affiliate Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of Ally and Verizon. This First Amendment, the Affiliate Agreement, and the applicable Tariffs and Guide, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

4. **Acceptance Deadline.** Pricing and/or promotional benefits in this First Amendment may not be available unless it is signed and delivered to Verizon on or before **February 25, 2013**. Any and all prior offers made to Ally, whether oral or written, regarding the subject matter hereof are superseded by this offer.

Ally Financial, Inc.

By: Michael Scott
Name: Michael Scott
Title: IT Director, ASC Sourcing
Date: 2-13-13

Verizon Business Network Services Inc.

By: Anthony Recine
Anthony Recine
Vice President
Date: 3/18/13

Black/McMillan/Sears/GMAC ResCap/Ally/Affiliate Agreement Am. 1 -- 2.8.13 RS.doc

Exhibit 3

Invoice Dated 10/10/2012

Verizon Business
500 Technology Dr Ste 840
Weldon Spring MO 63304

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document

Pg 16 of 73

Corporation ID 93339907
Bill Payer ID Y2651326
Node No. 15598865

GMAC INC
PO BOX 25164
ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

GMAC INC
PO BOX 25164
ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164



Corporate ID: VN93339907
Bill Payer ID: Y2651326
Invoice Number: 66383073
Invoice Date: 10/10/2012
R Location: WMW

GMAC INC
PO BOX 25164
ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

Statement Summary

Current Usage Charges	\$0.00
Current Monthly Recurring Charges	\$497,759.84
Current Non-Recurring Charges	\$0.00
Discounts and Promotions Applied	<u>\$278,359.49CR</u>
Subtotal Current Charges	\$219,400.35
Federal Excise Tax	\$1.40
State and Local Taxes	\$4,858.90
Federal, State, and Local Surcharges	\$7,201.59
Federal Universal Service Fee (FUSF)	<u>\$13,796.23</u>
Total Taxes/Surcharges	\$25,858.12
Total Current Charges	\$245,258.47
Total Past Due	<u>\$239,636.77</u>
Total Amount Due	\$484,895.24

Contact us online at <https://enterprisecenter.verizon.com> or call 800-933-0944
See reverse side for additional contact and payment information.



Bill Payer ID: Y2651326
GMAC INC
Invoice Number: 66383073
Invoice Date: 10/10/2012

If Paying By Mail, Return This Form With
Payment
Payment is Due Upon Receipt

Total Amount Due \$ 484,895.24

Amount Enclosed \$ _____

707902 34020605010302061 663830732 00024525847 10/10/12

7079023402060501030206166383073200024525847

Verizon Business
P.O. BOX 371355
PITTSBURGH, PA 15250-7355



If You Have a Question about Your Invoice

Verizon Enterprise Center, our online account management tool, is available at <https://enterprisecenter.verizon.com>. As a user, you can view your invoice online, open an inquiry about your invoice, and pay electronically using our optional Online Payment feature. If you are not yet a registered user, see the self-enrollment instructions at the bottom of this page.

How to Pay Your Invoice

Paying Online. Select Payments from the Verizon Enterprise Center Invoices section to pay by Electronic Fund Transfer (EFT), Visa, Master Card, American Express, or Discover Card.

Paying by Mail. Detach the payment slip at the bottom of the reverse side of this sheet, enter the amount paid, and return it in the envelope provided, enclosing a check or money order made payable to "Verizon Business."

Paying by Phone. Call Verizon Business Financial Services at 1-800-806-8470 to authorize a one-time payment using a checking account or Visa, Master Card, American Express, or Discover Card (Payment by Credit Card is not available for wholesale customers). For the recurring payment option, please use Verizon Enterprise Center Online Payment (see "Paying Online" above).

Paying by ACH or Wire Transfer. Use the following bank information to remit by ACH or wire transfer:

Bank Name: BNY Mellon

ABA (routing #): 043000261

DDA (account #): 144-6098

International Swift Code: MELNUS3P

Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees

1. Start the process at <https://www.verizonbusiness.com/invite>. If you do not have a Verizon Enterprise Center User ID, click "register for a User ID."
2. Register for online billing by entering your User ID, Password, and your Invitation Code MXR3RAXU9Q, which expires on 12/24/2012. Protect this Invitation Code as you would any password.*
3. Go paperless and avoid future paper invoice charges by selecting "Invoices/Paperless Billing" from the Verizon Enterprise Center home page.

* This Invitation Code provides access to your billing information, including Customer Proprietary Network Information as defined by the FCC and the CPNI statute at 47 U.S.C. sec. 222(h) (1). Any person who enters the Invitation Code online will be understood by Verizon to be your authorized and authenticated representative.



Important Messages to Our Customers

Invoice Number: 66383073 Invoice Date: 10/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

IF YOU HAVE A QUESTION ABOUT YOUR BILL:
CREATE AN INVOICE INQUIRY ONLINE VIA VERIZON ENTERPRISE CENTER

Save time by opening and monitoring billing inquiries in the Verizon Enterprise Center at <https://enterprisecenter.verizon.com>. You can access a "Create an Invoice Inquiry" link from multiple places in the Verizon Enterprise Center:

- In the left hand navigation links from any screen of your online invoice.
- From the Quick Access dropdown beside any account number in your Invoice List screen.
- From the Billing Inquiry pod on the Invoices home screen. You will need to enter an account number when using this path.

To open an inquiry, click "Create an Invoice Inquiry" from any of the above screens and follow three simple steps:

1. Select an inquiry issue from the drop down list and enter an account number if one did not automatically populate.
2. Add any details you feel are needed.
3. Review and click "Submit."

If you are not yet a Verizon Enterprise Center user, you can self enroll by following the steps under "Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees" shown on the reverse side of the Statement Summary page of this invoice.

TO OUR CUSTOMERS WHO PAY BY CHECK:
YOUR CHECK MAY BE PROCESSED AS AN ELECTRONIC FUNDS TRANSFER

When you provide a check as payment, you authorize Verizon either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

IMPORTANT NOTICE TO ALL CUSTOMERS:
VERIZON'S REMIT-TO ADDRESS AND BANK INFORMATION ARE CHANGING IN DECEMBER

Your December 2012 dated invoices will reflect a new remittance address and new bank information used for electronic funds transfers. If you store Verizon remittance information in any software used in your accounts payable process, please update your software before submitting payment for your December invoice. Below are ways that your payment process will be affected, depending on your payment method:

- If you pay by check from an online invoice, be sure to use the new remittance address on the envelope you use to mail your payment to Verizon.
- If you pay by check from a paper invoice, continue to detach the payment slip at the bottom of page one and use the enclosed envelope. Your payment will be sent to the correct address, as those preprinted documents have been updated.
- If you pay electronically by ACH, please use the new bank account information shown on your December invoice.



Important Messages to Our Customers

Invoice Number: 66383073 Invoice Date: 10/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

- If you pay from Verizon Enterprise Center using online or credit card payment, you are not affected by this change.
If you have any questions about this pending change, please click "Create a billing inquiry" in Verizon Enterprise Center, or contact Verizon Customer Care at the toll free number shown on the first page of this invoice. Thank you for being a Verizon customer.

TO OUR CUSTOMERS IN THE UNITED STATES:
FEDERAL UNIVERSAL SERVICE FEE TO INCREASE TO 17.4%

In response to changes in carrier contribution factors established by the Federal Communications Commission, Verizon's Federal Universal Service Fee (FUSF) is being adjusted from 15.7% to 17.4%, effective October 1, 2012. FUSF helps fund telephone connections, especially in high-cost areas, as well as communication and information services to schools, libraries, and rural healthcare facilities: FUSF is applied to regulated interstate (state-to-state) and international telecommunications charges, and to Interconnected Voice over IP (VoIP) charges. FUSF is defined in the Verizon Business Service Publication and Price Guide, and appears on your invoice under the "Taxes and Surcharges" heading.

TO OUR CUSTOMERS WITH VERIZON BUSINESS FRAME RELAY OR ATM SERVICES:
VERIZON TO GRANDFATHER VERIZON BUSINESS FRAME RELAY AND ATM SERVICES

Effective November 21, 2012 Verizon will no longer accept orders for moves, adds, or changes to Verizon Business Frame Relay and ATM Services unless expressly permitted by your contract. Verizon will continue to provide Verizon Business Frame Relay and ATM Services; however, Verizon will not renew contracts for those services. Once your contract term expires, your Verizon Business Frame Relay and ATM Services will be provided on a Month-to-Month basis wherein Verizon may terminate these services with six (6) months written notice. Please note, you may terminate these services at any time. Verizon offers several premium service offerings - such as Private IP and Ethernet services - which you may consider for a technology upgrade from your existing Frame Relay and ATM Services. To discuss replacing your existing Frame Relay and ATM Services with more advanced Verizon solutions, please contact your Verizon Account Manager or call Customer Service at the toll-free number shown on this invoice.

TO OUR CUSTOMERS IN IDAHO:
IDAHO PUC INCREASES THE IDAHO UNIVERSAL SERVICE FUND (IUSF) RATE

The Idaho Public Utilities Commission (PUC) has increased the Idaho Universal Service Fund surcharge rate, effective October 1, 2012. The IUSF surcharge



Important Messages to Our Customers

Invoice Number: 66383073 Invoice Date: 10/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

rates have been increased as follows.

- Residential line rate increased from \$0.12 to \$0.15
- Business line rate increased from \$0.19 to \$0.23
- MTS/WATS minute rate increased from \$0.0035 to \$0.004

TO OUR CUSTOMERS IN MAINE:

MAINE PUC INCREASES THE MAINE UNIVERSAL SERVICE FUND (MUSF) RATE

The Maine Public Utilities Commission increased the Maine Universal Service Fund (MUSF) surcharge rate to 0.0151, effective September 1, 2012.

TO OUR CUSTOMERS IN TEXAS:

AREA CODE OVERLAY APPROVED FOR AREA CODE 512

To ensure a continuing supply of telephone numbers, the new 737 area code will be added to the area served by 512. This is known as an area code overlay. Get ready to change the way you dial your calls!

What is an area code overlay?

An overlay is the addition of another area code (737) to the same geographic region as an existing area code (512). An overlay does not require customers to change their existing area code.

Who will be affected?

The 512 area code generally covers the greater Austin area and principally in the counties of Bastrop, Burnet, Caldwell, Hays, Lampasas, Milam, Travis and Williamson.

What will be the new dialing procedure?

To complete local calls, the new dialing procedure requires callers to dial area code + telephone number. This means that all calls in the 512 area code that are currently dialed with seven digits will need to be dialed using area code + telephone number.

When will the change begin?

Effective December 1, 2012, you should begin using the new dialing procedures whenever you place a call from the 512 area code. If you forget and dial just seven digits, your call will still be completed.

Beginning June 1, 2013, you must use the new dialing procedures, as described above for all calls. After this date, if you do not use the new dialing procedures, your calls will not be completed and a recording will instruct you to hang up and dial again.

Beginning July 1, 2013, new telephone lines or services may be assigned numbers using the new 737 area code.

What will you need to do?



Important Messages to Our Customers

Invoice Number: 66383073 Invoice Date: 10/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

In addition to changing your dialing procedures, all services, automatic dialing equipment, or other types of equipment that are programmed with a 7-digit number will need to be reprogrammed to use the new dialing procedures. Some examples are life safety systems, PBXs, fax machines, Internet dial-up numbers, alarm and security systems, gates, speed dialers, call forwarding settings, voicemail services, etc. You may also want to check your business stationery or advertising materials to ensure the area code is included.

What will remain the same?

- Your telephone number, including current area code, will not change.
- The price of a call, coverage area, or other rates and services will not change due to the overlay.
- What is a local call now will remain a local call regardless of the number of digits dialed.
- You will continue to dial 1 + area code + telephone number for all long distance calls.
- You can still dial just three digits to reach 911.
- If 211, 311, 411, 511, 611, 711 or 811 are currently available in your community, you will still dial these codes with just three digits.

Who may you contact with questions?

If you have any questions regarding information provided in this notice, please call Verizon Business Customer Service at the toll-free number reflected on this invoice or access the following web site for more information:
<http://www.verizonbusiness.com>

TO OUR CUSTOMERS IN TEXAS:

TEXAS DIVISION OF EMERGENCY MANAGEMENT HURRICANE PREPAREDNESS GUIDELINES:
PREPARING FOR HURRICANE SEASON: JUNE 1 - NOVEMBER 30

Evacuation Planning: When a hurricane threatens, listen for instructions from local officials. When they call for an evacuation in your area, get going without delay.

- Discuss evacuation plans with your family BEFORE hurricane season June 1 - November 30. Make a checklist of what you need to do before you leave town and review it.
- Monitor NOAA weather radio and local TV and radio broadcasts during storm season.
- Prepare an emergency supply kit including: radio, flashlight, extra batteries, extra eyeglasses, bottled water, non-perishable food, dry clothes, bedding, insurance information, important documents, medications, copies of prescriptions and special products for babies, the elderly and medically fragile family members.
- Learn evacuation routes before storm season. When there's a hurricane in the Gulf, keep your gas tank as full as possible. Expect traffic delays in an evacuation.
- Dial 2-1-1 to register if you have special health care needs or if you simply do not have transportation: Gulf coast residents in evacuation zones with



Important Messages to Our Customers

Invoice Number: 66383073 Invoice Date: 10/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

special health care needs -- who do not have friends or family to help --
should register in advance for a ride by dialing 2-1-1 in advance. Residents
with no other transportation can register for a ride in advance by dialing
2-1-1.

GMAC INC
PO BOX 25164 ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 24 of 73

Invoice Number 66383073
Invoice Date 10/10/2012
Page Number 1

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Date	Reference Number	Invoice Amount	Adjustments	Adjustment Description	Payments	Total
08/10/2010	66460502	\$0.00	\$600.00CR	INSTALL CREDIT	\$0.00	\$600.00CR
12/10/2011	63657206	\$0.00	\$277.49CR	STATE & LOCAL SALES TAX	\$0.00	\$277.49CR
12/10/2011	63657206	\$0.00	\$3,363.50CR	LATE DISCONNECT	\$0.00	\$3,363.50CR
09/10/2012	08444646	\$243,877.76	\$0.00		\$0.00	\$243,877.76
Total Past Due		\$243,877.76	\$4,240.99CR		\$0.00	\$239,636.77



GMAC INC
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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 25 of 73

Invoice Number 66383073
Invoice Date 10/10/2012
Page Number 2

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
Voice Services						
Local Service	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Total Voice Services	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Data Services						
Access	\$0.00	\$97,967.00	\$0.00	\$9,995.80CR	\$20,910.38	\$108,881.58
Data Transport	\$0.00	\$399,747.74	\$0.00	\$268,363.69CR	\$4,939.52	\$136,323.57
Total Data Services	\$0.00	\$497,714.74	\$0.00	\$278,359.49CR	\$25,849.90	\$245,205.15
Total Current Charges	\$0.00	\$497,759.84	\$0.00	\$278,359.49CR	\$25,858.12	\$245,258.47

*Taxes may include Surcharges & Universal Service Fees.



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LEHIGH VALLEY, PA 18002-5164

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Total
Long Distance/Data/Internet Taxes and Surcharges	
State & Local Taxes	\$4,854.71
Federal, State & Local Surcharges	\$2,889.26
Federal Universal Service Fee	\$13,795.08
Carrier Cost Recovery Charge	\$1,574.40
Property Tax Recovery Charge	\$2,736.45
Total Long Distance/Data/Internet Taxes and Surcharges	\$25,849.90
Local Service Taxes and Surcharges	
Federal Excise Tax	\$1.40
State & Local Taxes	\$2.69
Federal, State & Local Surcharges	\$1.35
Local 9-1-1 Fee	\$1.50
Federal Universal Service Fee	\$1.15
Carrier Cost Recovery Charge	\$0.13
Total Local Service Taxes and Surcharges	\$8.22
Total	\$25,858.12



GMAC INC
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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 27 of 73

Invoice Number 66383073
Invoice Date 10/10/2012
Page Number 4

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Qualifying	Unit	Eligible	Unit	Calculated Discount	Applied Discount
DOMESTIC PIP DISCOUNT Based on Gross Data Networking Discount Total			\$236,120.00 \$236,120.00	D	\$177,090.0000CR \$177,090.0000CR	\$177,090.00CR \$177,090.00CR
ETHERNET ACCESS DISCOUNT -TYPE 1 Based on Gross ETHERNET ACCESS Total			\$14,991.00 \$14,991.00	D	\$2,998.2000CR \$2,998.2000CR	\$2,998.20CR \$2,998.20CR
ETHERNET ACCESS DISCOUNT -TYPE 3 Based on Gross ETHERNET ACCESS Total			\$69,976.00 \$69,976.00	D	\$6,997.6000CR \$6,997.6000CR	\$6,997.60CR \$6,997.60CR

Key to "Unit" columns: D=Dollars, C=Calls/Units, M=Minutes, S=SKUs, T=Terabytes, G=Gigabytes, B=Megabytes



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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 28 of 73

Invoice Number 66383073
Invoice Date 10/10/2012
Page Number 5

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Eligible	Approximate Percentage	Total
Private IP			
PRIVATE IP - ETHERNET	\$149,514.00	61.0000%	\$91,203.54CR
PRIVATE IP EF-REAL TIME	\$115.00	61.0000%	\$70.15CR
Total Private IP Discounts			\$91,273.69CR
Total Discounts			\$278,359.49CR
Total Discounts and Promotions			\$278,359.49CR



GMAC INC
PO BOX 25164 ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

Invoice Number 66383073
Invoice Date 10/10/2012
Page Number 6

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY P1732680	0	0.00	\$0.00	\$54,020.00	\$0.00	\$40,515.00CR	\$1,524.40	\$15,029.40
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY P1735792	0	0.00	\$0.00	\$54,020.00	\$0.00	\$40,515.00CR	\$1,524.42	\$15,029.42
GMAC FINANCIAL SERVICES LITHIA SPRINGS, GA P1735845	0	0.00	\$0.00	\$10,020.00	\$0.00	\$7,515.00CR	\$0.00	\$2,505.00
GMAC FINANCIAL SERVICES ATLANTA, GA P1736097	0	0.00	\$0.00	\$10,020.00	\$0.00	\$7,515.00CR	\$0.00	\$2,505.00
GMAC FINANCIAL SERVICES DURHAM, NC P1752106	0	0.00	\$0.00	\$54,020.00	\$0.00	\$40,515.00CR	\$945.35	\$14,450.35
GMAC FINANCIAL SERVICES DURHAM, NC P1753720	0	0.00	\$0.00	\$54,020.00	\$0.00	\$40,515.00CR	\$945.35	\$14,450.35
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56R	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$7,203.40	\$36,067.40
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56W	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$7,203.43	\$36,067.43
GMAC FINANCIAL SERVICES DURHAM, NC T10CH580	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,338.21	\$8,884.21
GMAC FINANCIAL SERVICES DURHAM, NC T10CH6CM	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,338.24	\$8,884.24
GMAC FINANCIAL SERVICES LITHIA SPRINGS, GA T10CH6MV	0	0.00	\$0.00	\$7,358.00	\$0.00	\$735.80CR	\$1,599.30	\$8,221.50
GMAC FINANCIAL SERVICES PLANO, TX T10CH73S	0	0.00	\$0.00	\$2,753.00	\$0.00	\$550.60CR	\$699.89	\$2,902.29
GMAC FINANCIAL SERVICES ATLANTA, GA T10CH988	0	0.00	\$0.00	\$5,698.00	\$0.00	\$569.80CR	\$1,238.48	\$6,366.68
GMAC FINANCIAL SERVICES AUBURN HILLS, MI T10CJB1R	0	0.00	\$0.00	\$1,498.00	\$0.00	\$299.60CR	\$289.43	\$1,487.83



GMAC INC
PO BOX 25164 ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

Invoice Number 66383073
Invoice Date 10/10/2012
Page Number 7

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
RESIDENTIAL CAPITAL PORTSMOUTH, UNITED KINGDOM WOW58918	0	0.00	\$0.00	\$38,639.78	\$0.00	\$20,868.71CR	\$0.00	\$17,771.07
RESIDENTIAL CAPITAL PORTSMOUTH, UNITED KINGDOM WOW58944	0	0.00	\$0.00	\$35,557.95	\$0.00	\$20,868.71CR	\$0.00	\$14,689.24
RESIDENTIAL CAPITAL REDDITCH, UNITED KINGDOM WOW59459	0	0.00	\$0.00	\$15,306.63	\$0.00	\$7,798.85CR	\$0.00	\$7,507.78
RESIDENTIAL CAPITAL HORSHAM (WEST SUSSEX), UNITED KINGDOM WOW60085	0	0.00	\$0.00	\$36,655.84	\$0.00	\$20,868.71CR	\$0.00	\$15,787.13
RESIDENTIAL CAPITAL HORSHAM (WEST SUSSEX), UNITED KINGDOM WOW60777	0	0.00	\$0.00	\$37,467.54	\$0.00	\$20,868.71CR	\$0.00	\$16,598.83
GMAC INC FORT WASHINGTON, PA 4DY01144	0	0.00	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Total	0	0.00	\$0.00	\$497,759.84	\$0.00	\$278,359.49CR	\$25,858.12	\$245,258.47

*Taxes may include Surcharges & Universal Service Fees.

Note: This report is sorted by account number.



Invoice Dated 11/10/2012

Verizon Business
500 Technology Dr Ste 840
Weldon Spring MO 63304

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 32 of 73

Corporation ID 93339907
Bill Payer ID Y2651326
Node No. 15598865

GMAC INC
PO BOX 25164
ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

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PO BOX 25164
ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164



Corporate ID: VN93339907
Bill Payer ID: Y2651326
Invoice Number: 74882713
Invoice Date: 11/10/2012
R Location: WMW

GMAC INC
PO BOX 25164
ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

Statement Summary

Current Usage Charges	\$0.00
Current Monthly Recurring Charges	\$62,069.89
Current Non-Recurring Charges	\$0.00
Discounts and Promotions Applied	<u>\$44,726.85</u>
Subtotal Current Charges	\$106,796.74
Federal Excise Tax	\$1.40
State and Local Taxes	\$2,766.94CR
Federal, State, and Local Surcharges	\$5,607.00
Federal Universal Service Fee (FUSF)	<u>\$13,796.23</u>
Total Taxes/Surcharges	\$16,637.69
Total Current Charges	\$123,434.43
Total Past Due	<u>\$241,017.48</u>
Total Amount Due	\$364,451.91

Contact us online at <https://enterprisecenter.verizon.com> or call 800-933-0944
See reverse side for additional contact and payment information.



Bill Payer ID: Y2651326
GMAC INC
Invoice Number: 74882713
Invoice Date: 11/10/2012

If Paying By Mail, Return This Form With
Payment
Payment is Due Upon Receipt

Total Amount Due \$ 364,451.91

Amount Enclosed \$ _____

707902 34020605010302061 748827137 00012343443 11/10/12

7079023402060501030206174882713700012343443

Verizon Business
P.O. BOX 371355
PITTSBURGH, PA 15250-7355



If You Have a Question about Your Invoice

Verizon Enterprise Center, our online account management tool, is available at <https://enterprisecenter.verizon.com>. As a user, you can view your invoice online, open an inquiry about your invoice, and pay electronically using our optional Online Payment feature. If you are not yet a registered user, see the self-enrollment instructions at the bottom of this page.

How to Pay Your Invoice

Paying Online. Select Payments from the Verizon Enterprise Center Invoices section to pay by Electronic Fund Transfer (EFT), Visa, Master Card, American Express, or Discover Card.

Paying by Mail. Detach the payment slip at the bottom of the reverse side of this sheet, enter the amount paid, and return it in the envelope provided, enclosing a check or money order made payable to "Verizon Business."

Paying by Phone. Call Verizon Business Financial Services at 1-800-806-8470 to authorize a one-time payment using a checking account or Visa, Master Card, American Express, or Discover Card (Payment by Credit Card is not available for wholesale customers). For the recurring payment option, please use Verizon Enterprise Center Online Payment (see "Paying Online" above).

Paying by ACH or Wire Transfer. Use the following bank information to remit by ACH or wire transfer:

Bank Name: BNY Mellon

ABA (routing #): 043000261

DDA (account #): 144-6098

International Swift Code: MELNUS3P

Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees

1. Start the process at <https://www.verizonbusiness.com/invite>. If you do not have a Verizon Enterprise Center User ID, click "register for a User ID."
2. Register for online billing by entering your User ID, Password, and your Invitation Code NOFK3HAPCQ, which expires on 01/23/2013. Protect this Invitation Code as you would any password.*
3. Go paperless and avoid future paper invoice charges by selecting "Invoices/Paperless Billing" from the Verizon Enterprise Center home page.

* This Invitation Code provides access to your billing information, including Customer Proprietary Network Information as defined by the FCC and the CPNI statute at 47 U.S.C. sec. 222(h) (1). Any person who enters the Invitation Code online will be understood by Verizon to be your authorized and authenticated representative.



Important Messages to Our Customers

Invoice Number: 74882713 Invoice Date: 11/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

IF YOU HAVE A QUESTION ABOUT YOUR BILL:
CREATE AN INVOICE INQUIRY ONLINE VIA VERIZON ENTERPRISE CENTER

Save time by opening and monitoring billing inquiries in the Verizon Enterprise Center at <https://enterprisecenter.verizon.com>. You can access a "Create an Invoice Inquiry" link from multiple places in the Verizon Enterprise Center:

- In the left hand navigation links from any screen of your online invoice.
- From the Quick Access dropdown beside any account number in your Invoice List screen.
- From the Billing Inquiry pod on the Invoices home screen. You will need to enter an account number when using this path.

To open an inquiry, click "Create an Invoice Inquiry" from any of the above screens and follow three simple steps:

1. Select an inquiry issue from the drop down list and enter an account number if one did not automatically populate.
2. Add any details you feel are needed.
3. Review and click "Submit."

If you are not yet a Verizon Enterprise Center user, you can self enroll by following the steps under "Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees" shown on the reverse side of the Statement Summary page of this invoice.

TO OUR CUSTOMERS WHO PAY BY CHECK:
YOUR CHECK MAY BE PROCESSED AS AN ELECTRONIC FUNDS TRANSFER

When you provide a check as payment, you authorize Verizon either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

IMPORTANT NOTICE TO ALL CUSTOMERS:
VERIZON'S REMIT-TO ADDRESS AND BANK INFORMATION ARE CHANGING IN DECEMBER

Your December 2012 dated invoices will reflect a new remittance address and new bank information used for electronic funds transfers. If you store Verizon remittance information in any software used in your accounts payable process, please update your software before submitting payment for your December invoice. Below are ways that your payment process will be affected, depending on your payment method:

- If you pay by check from an online invoice, be sure to use the new remittance address on the envelope you use to mail your payment to Verizon.
- If you pay by check from a paper invoice, continue to detach the payment slip at the bottom of page one and use the enclosed envelope. Your payment will be sent to the correct address, as those preprinted documents have been updated.
- If you pay electronically by ACH, please use the new bank account information shown on your December invoice.



Important Messages to Our Customers

Invoice Number: 74882713 Invoice Date: 11/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

- If you pay from Verizon Enterprise Center using online or credit card payment, you are not affected by this change.
If you have any questions about this pending change, please click "Create a billing inquiry" in Verizon Enterprise Center, or contact Verizon Customer Care at the toll free number shown on the first page of this invoice. Thank you for being a Verizon customer.

TO OUR CUSTOMERS WITH VERIZON BUSINESS FRAME RELAY OR ATM SERVICES:
VERIZON TO GRANDFATHER VERIZON BUSINESS FRAME RELAY AND ATM SERVICES

Effective November 21, 2012 Verizon will no longer accept orders for moves, adds, or changes to Verizon Business Frame Relay and ATM Services unless expressly permitted by your contract. Verizon will continue to provide Verizon Business Frame Relay and ATM Services; however, Verizon will not renew contracts for those services. Once your contract term expires, your Verizon Business Frame Relay and ATM Services will be provided on a Month-to-Month basis wherein Verizon may terminate these services with six (6) months written notice. Please note, you may terminate these services at any time. Verizon offers several premium service offerings - such as Private IP and Ethernet services - which you may consider for a technology upgrade from your existing Frame Relay and ATM Services. To discuss replacing your existing Frame Relay and ATM Services with more advanced Verizon solutions, please contact your Verizon Account Manager or call Customer Service at the toll-free number shown on this invoice.

TO OUR CUSTOMERS IN CALIFORNIA:
CALIFORNIA PUC INCREASES THE CALIFORNIA TELECONNECT FUND (CTF)

The California Public Utilities Commission has increased the California Teleconnect Fund (CTF) surcharge rate from .079% to .59% effective December 1, 2012.

TO OUR CUSTOMERS IN GEORGIA:
GEORGIA PSC INCREASES THE GEORGIA UNIVERSAL ACCESS FUND (UAF)

The Georgia Public Service Commission has increased the Georgia Universal Service Fund (USF) contribution factor to 2.0% effective January 1, 2013.

TO OUR CUSTOMERS IN NEW MEXICO:
VERIZON BUSINESS DETARIFFING IN NEW MEXICO

Verizon Business will no longer be required to file tariffs with the New Mexico



Important Messages to Our Customers

Invoice Number: 74882713 Invoice Date: 11/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

Public Regulation Commission. The in-state Long Distance and Local Exchange services offered and the rates, terms and conditions of these offered services, will be set forth in our Service Publication and Price Guide (the "Guide"), available on our current website, at http://www.verizonbusiness.com/us/publications/service_guide. This change will not affect the rates or terms and conditions for the services to which you currently subscribe. Your signed contract or term plan agreement will continue to apply until expiration.

If you do not have a signed contract or otherwise receive service under Verizon Business' tariffs, beginning January 1, 2013, you will receive service pursuant to the Guide, which will be available on line at http://www.verizonbusiness.com/us/publications/service_guide. Your continued use of the service on and after this date (or after a later contract expiration date if you have a contract) constitutes acceptance of the rates, terms and conditions set forth in the Guide. If you have any questions, please call Verizon Business at the toll-free number listed on your telephone bill or visit us at www.verizonbusiness.com.

TO OUR CUSTOMERS IN NEW MEXICO:
NEW MEXICO PRC INCREASES THE NM RURAL UNIVERSAL SERVICE FUND (NMUSF) RATE

The New Mexico Public Regulation Commission increased the New Mexico Rural Universal Service Fund (NMUSF) surcharge rate from 3.30% to 3.45%, for calendar year 2013.

TO OUR CUSTOMERS IN TEXAS:
TEXAS DIVISION OF EMERGENCY MANAGEMENT HURRICANE PREPAREDNESS GUIDELINES:
PREPARING FOR HURRICANE SEASON: JUNE 1 - NOVEMBER 30

Residents of Texas Gulf Coast EVACUATION ZONES should BEGIN NOW by making an evacuation plan, preparing an emergency kit and learning evacuation routes well in advance.

If you have special health care needs, register by dialing 2-1-1: Gulf coast residents with special health care needs (including those who are disabled or medically fragile) who live in evacuation zones and do not have friends or family to help in an evacuation should register for assisted transportation in advance by dialing 2-1-1. The 2-1-1 transportation assistance registry must be dialed IN ADVANCE. It is confidential. Do not wait until a storm is in the Gulf to register for assistance.

If you need transportation, register with 2-1-1: If you do not have a car or other vehicle, and you cannot get a ride with friends, neighbors or family, register IN ADVANCE for assisted transportation by dialing 2-1-1.



Important Messages to Our Customers

Invoice Number: 74882713 Invoice Date: 11/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

Evacuation zone information: If you are interested in registering and you want to find out whether you are living in an evacuation zone, dial 2-1-1 for information.

Hurricane Preparedness tips online:
Texas Division of Emergency Management Web site: www.txdps.state.tx.us/dem
FEMA Web site: www.Ready.gov
Red Cross Web site: www.redcross.org

GMAC INC
PO BOX 25164 ATTN: PO54337
LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 39 of 73

Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 1

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Date	Reference Number	Invoice Amount	Adjustments	Adjustment Description	Payments	Total
08/10/2010	66460502	\$0.00	\$600.00CR	INSTALL CREDIT	\$0.00	\$600.00CR
12/10/2011	63657206	\$0.00	\$3,363.50CR	LATE DISCONNECT	\$0.00	\$3,363.50CR
12/10/2011	63657206	\$0.00	\$277.49CR	STATE & LOCAL SALES TAX	\$0.00	\$277.49CR
10/10/2012	66383073	\$245,258.47	\$0.00		\$0.00	\$245,258.47
Total Past Due		\$245,258.47	\$4,240.99CR		\$0.00	\$241,017.48



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12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 40 of 73

Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 2

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
Voice Services						
Local Service	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Total Voice Services	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Data Services						
Access	\$0.00	\$97,967.00	\$0.00	\$9,995.80CR	\$20,910.39	\$108,881.59
Data Transport	\$0.00	\$35,942.21CR	\$0.00	\$54,722.65	\$4,280.92CR	\$14,499.52
Total Data Services	\$0.00	\$62,024.79	\$0.00	\$44,726.85	\$16,629.47	\$123,381.11
Total Current Charges	\$0.00	\$62,069.89	\$0.00	\$44,726.85	\$16,637.69	\$123,434.43

*Taxes may include Surcharges & Universal Service Fees.



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Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 3

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Total
Long Distance/Data/Internet Taxes and Surcharges	
State & Local Taxes	\$2,771.13CR
State & Local Surcharges	\$1,294.67
Federal Universal Service Fee	\$13,795.08
Carrier Cost Recovery Charge	\$1,574.40
Property Tax Recovery Charge	\$2,736.45
Total Long Distance/Data/Internet Taxes and Surcharges	\$16,629.47
Local Service Taxes and Surcharges	
Federal Excise Tax	\$1.40
State & Local Taxes	\$2.69
State & Local Surcharges	\$1.35
Local 9-1-1 Fee	\$1.50
Federal Universal Service Fee	\$1.15
Carrier Cost Recovery Charge	\$0.13
Total Local Service Taxes and Surcharges	\$8.22
Total	\$16,637.69



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12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 42 of 73

Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 4

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Qualifying	Unit	Eligible	Unit	Calculated Discount	Applied Discount
DOMESTIC PIP DISCOUNT Based on Gross Data Networking Discount Total			\$184,263.32CR \$184,263.32CR	D	\$138,197.4900 \$138,197.4900	\$138,197.49 \$138,197.49
ETHERNET ACCESS DISCOUNT -TYPE 1 Based on Gross ETHERNET ACCESS Total			\$14,991.00 \$14,991.00	D	\$2,998.2000CR \$2,998.2000CR	\$2,998.20CR \$2,998.20CR
ETHERNET ACCESS DISCOUNT -TYPE 3 Based on Gross ETHERNET ACCESS Total			\$69,976.00 \$69,976.00	D	\$6,997.6000CR \$6,997.6000CR	\$6,997.60CR \$6,997.60CR

Key to "Unit" columns: D=Dollars, C=Calls/Units, M=Minutes, S=SKUs, T=Terabytes, G=Gigabytes, B=Megabytes



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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 43 of 73

Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 5

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Eligible	Approximate Percentage	Total
Private IP			
PRIVATE IP - ETHERNET	\$136,752.00	61.0000%	\$83,418.72CR
PRIVATE IP EF-REAL TIME	\$92.00	61.0000%	\$56.12CR
Total Private IP Discounts			\$83,474.84CR
Total Discounts			\$44,726.85
Total Discounts and Promotions			\$44,726.85



GMAC INC
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LEHIGH VALLEY, PA 18002-5164

Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 6

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY P1732680	0	0.00	\$0.00	\$46,817.33CR	\$0.00	\$35,112.99	\$1,321.14CR	\$13,025.48CR
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY P1735792	0	0.00	\$0.00	\$46,817.33CR	\$0.00	\$35,113.00	\$1,321.17CR	\$13,025.50CR
GMAC FINANCIAL SERVICES LITHIA SPRINGS, GA P1735845	0	0.00	\$0.00	\$7,014.00CR	\$0.00	\$5,260.50	\$0.00	\$1,753.50CR
GMAC FINANCIAL SERVICES ATLANTA, GA P1736097	0	0.00	\$0.00	\$10,020.00	\$0.00	\$7,515.00CR	\$0.00	\$2,505.00
GMAC FINANCIAL SERVICES DURHAM, NC P1752106	0	0.00	\$0.00	\$46,817.33CR	\$0.00	\$35,113.00	\$819.30CR	\$12,523.63CR
GMAC FINANCIAL SERVICES DURHAM, NC P1753720	0	0.00	\$0.00	\$46,817.33CR	\$0.00	\$35,113.00	\$819.31CR	\$12,523.64CR
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56R	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$7,203.41	\$36,067.41
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56W	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$7,203.43	\$36,067.43
GMAC FINANCIAL SERVICES DURHAM, NC T10CH580	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,338.21	\$8,884.21
GMAC FINANCIAL SERVICES DURHAM, NC T10CH6CM	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,338.24	\$8,884.24
GMAC FINANCIAL SERVICES LITHIA SPRINGS, GA T10CH6MV	0	0.00	\$0.00	\$7,358.00	\$0.00	\$735.80CR	\$1,599.30	\$8,221.50
GMAC FINANCIAL SERVICES PLANO, TX T10CH73S	0	0.00	\$0.00	\$2,753.00	\$0.00	\$550.60CR	\$699.89	\$2,902.29
GMAC FINANCIAL SERVICES ATLANTA, GA T10CH988	0	0.00	\$0.00	\$5,698.00	\$0.00	\$569.80CR	\$1,238.48	\$6,366.68
GMAC FINANCIAL SERVICES AUBURN HILLS, MI T10CJB1R	0	0.00	\$0.00	\$1,498.00	\$0.00	\$299.60CR	\$289.43	\$1,487.83



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12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 45 of 73

Invoice Number 74882713
Invoice Date 11/10/2012
Page Number 7

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
RESIDENTIAL CAPITAL PORTSMOUTH, UNITED KINGDOM WOW58918	0	0.00	\$0.00	\$38,639.78	\$0.00	\$20,868.71CR	\$0.00	\$17,771.07
RESIDENTIAL CAPITAL PORTSMOUTH, UNITED KINGDOM WOW58944	0	0.00	\$0.00	\$35,557.95	\$0.00	\$20,868.71CR	\$0.00	\$14,689.24
RESIDENTIAL CAPITAL HORSHAM (WEST SUSSEX), UNITED KINGDOM WOW60085	0	0.00	\$0.00	\$36,655.84	\$0.00	\$20,868.71CR	\$0.00	\$15,787.13
RESIDENTIAL CAPITAL HORSHAM (WEST SUSSEX), UNITED KINGDOM WOW60777	0	0.00	\$0.00	\$37,467.54	\$0.00	\$20,868.71CR	\$0.00	\$16,598.83
GMAC INC FORT WASHINGTON, PA 4DY01144	0	0.00	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Total	0	0.00	\$0.00	\$62,069.89	\$0.00	\$44,726.85	\$16,637.69	\$123,434.43

*Taxes may include Surcharges & Universal Service Fees.

Note: This report is sorted by account number.



Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
Local Service Monthly Charges			\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Total Local Service	0	0.00	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32
Total Voice Services	0	0.00	\$0.00	\$45.10	\$0.00	\$0.00	\$8.22	\$53.32

*Taxes may include Surcharges & Universal Service Fees.



Invoice Dated 12/10/2012

Verizon Business
500 Technology Dr Ste 840
Weldon Spring MO 63304

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 48 of 73

Corporation ID 93339907
Bill Payer ID Y2651326
Node No. 15598865

GMAC INC
PO BOX 25164
ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

GMAC INC
PO BOX 25164
ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164



Corporate ID: VN93339907
Bill Payer ID: Y2651326
Invoice Number: 61821021
Invoice Date: 12/10/2012
R Location: WMW

GMAC INC
PO BOX 25164
ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

Statement Summary

Current Usage Charges	\$0.00
Current Monthly Recurring Charges	\$184,948.66
Current Non-Recurring Charges	\$0.00
Discounts and Promotions Applied	<u>\$4,484.80CR</u>
Subtotal Current Charges	\$180,463.86
Federal Excise Tax	\$1.40
State and Local Taxes	\$773.64
Federal, State, and Local Surcharges	\$6,347.34
Federal Universal Service Fee (FUSF)	<u>\$13,796.23</u>
Total Taxes/Surcharges	\$20,918.61
Total Current Charges	\$201,382.47
Total Past Due	<u>\$364,451.91</u>
Total Amount Due	\$565,834.38

Contact us online at <https://enterprisecenter.verizon.com> or call 800-933-0944
See reverse side for additional contact and payment information.



Bill Payer ID: Y2651326
GMAC INC
Invoice Number: 61821021
Invoice Date: 12/10/2012

If Paying By Mail, Return This Form With
Payment
Payment is Due Upon Receipt

Total Amount Due \$ 565,834.38

Amount Enclosed \$ _____

707902 34020605010302061 618210219 00020138247 12/10/12

7079023402060501030206161821021900020138247

Verizon Business
P.O. BOX 660794
DALLAS, TX 75266-0794



If You Have a Question about Your Invoice

Verizon Enterprise Center, our online account management tool, is available at <https://enterprisecenter.verizon.com>. As a user, you can view your invoice online, open an inquiry about your invoice, and pay electronically using our optional Online Payment feature. If you are not yet a registered user, see the self-enrollment instructions at the bottom of this page.

How to Pay Your Invoice

Paying Online. Select Payments from the Verizon Enterprise Center Invoices section to pay by Electronic Fund Transfer (EFT), Visa, Master Card, American Express, or Discover Card.

Paying by Mail. Detach the payment slip at the bottom of the reverse side of this sheet, enter the amount paid, and return it in the envelope provided, enclosing a check or money order made payable to "Verizon Business."

Paying by Phone. Call Verizon Business Financial Services at 1-800-806-8470 to authorize a one-time payment using a checking account or Visa, Master Card, American Express, or Discover Card (Payment by Credit Card is not available for wholesale customers). For the recurring payment option, please use Verizon Enterprise Center Online Payment (see "Paying Online" above).

Paying by ACH or Wire Transfer. Use the following bank information to remit by ACH or wire transfer:

Bank Name: BNY Mellon

ABA (routing #): 043000261

DDA (account #): 144-6098

International Swift Code: MELNUS3P

Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees

1. Start the process at <https://www.verizonbusiness.com/invite>. If you do not have a Verizon Enterprise Center User ID, click "register for a User ID."
2. Register for online billing by entering your User ID, Password, and your Invitation Code M1ZE9ZXDU2, which expires on 02/23/2013. Protect this Invitation Code as you would any password.*
3. Go paperless and avoid future paper invoice charges by selecting "Invoices/Paperless Billing" from the Verizon Enterprise Center home page.

* This Invitation Code provides access to your billing information, including Customer Proprietary Network Information as defined by the FCC and the CPNI statute at 47 U.S.C. sec. 222(h) (1). Any person who enters the Invitation Code online will be understood by Verizon to be your authorized and authenticated representative.



Important Messages to Our Customers

Invoice Number: 61821021 Invoice Date: 12/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

IF YOU HAVE A QUESTION ABOUT YOUR BILL:
CREATE AN INVOICE INQUIRY ONLINE VIA VERIZON ENTERPRISE CENTER

Save time by opening and monitoring billing inquiries in the Verizon Enterprise Center at <https://enterprisecenter.verizon.com>. You can access a "Create an Invoice Inquiry" link from multiple places in the Verizon Enterprise Center:

- In the left hand navigation links from any screen of your online invoice.
- From the Quick Access dropdown beside any account number in your Invoice List screen.
- From the Billing Inquiry pod on the Invoices home screen. You will need to enter an account number when using this path.

To open an inquiry, click "Create an Invoice Inquiry" from any of the above screens and follow three simple steps:

1. Select an inquiry issue from the drop down list and enter an account number if one did not automatically populate.
2. Add any details you feel are needed.
3. Review and click "Submit."

If you are not yet a Verizon Enterprise Center user, you can self enroll by following the steps under "Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees" shown on the reverse side of the Statement Summary page of this invoice.

TO OUR CUSTOMERS WHO PAY BY CHECK:
YOUR CHECK MAY BE PROCESSED AS AN ELECTRONIC FUNDS TRANSFER

When you provide a check as payment, you authorize Verizon either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

IMPORTANT NOTICE TO ALL CUSTOMERS:
VERIZON'S REMIT-TO ADDRESS AND BANK INFORMATION ARE CHANGING IN DECEMBER

Your December 2012 dated invoices will reflect a new remittance address and new bank information used for electronic funds transfers. If you store Verizon remittance information in any software used in your accounts payable process, please update your software before submitting payment for your December invoice. Below are ways that your payment process will be affected, depending on your payment method:

- If you pay by check from an online invoice, be sure to use the new remittance address on the envelope you use to mail your payment to Verizon.
- If you pay by check from a paper invoice, continue to detach the payment slip at the bottom of page one and use the enclosed envelope. Your payment will be sent to the correct address, as those preprinted documents have been updated.
- If you pay electronically by ACH, please use the new bank account information shown on your December invoice.



Important Messages to Our Customers

Invoice Number: 61821021 Invoice Date: 12/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

- If you pay from Verizon Enterprise Center using online or credit card payment, you are not affected by this change.
If you have any questions about this pending change, please click "Create a billing inquiry" in Verizon Enterprise Center, or contact Verizon Customer Care at the toll free number shown on the first page of this invoice. Thank you for being a Verizon customer.

TO OUR CUSTOMERS IN CALIFORNIA:
CALIFORNIA PUC PUBLIC PARTICIPATION MEETINGS REGARDING CHANGES IN
THE 415 AREA CODE

The 415 area code is projected to require the introduction of new prefixes by October 2015. Introduction of a new area code (628) will add prefixes for the use of communications customers in the area now served by the 415. State law requires the introduction of a new area code at least six months before the existing area code will use up all of its prefixes. The 415 area code is projected to use its available prefixes by March 2015. The California Public Utilities Commission will be holding public meetings on January 16, and 17, 2013 to inform the public about changes in the 415 area code and to hear concerns about a 415 area code change. More information about the 415 area code change is available at <http://www.cpuc.ca.gov/415areacode>.

Local Jurisdiction Meeting
San Francisco
Wednesday, January 16, 2013
2:00 p.m.
California Public Utilities Commission
Auditorium
505 Van Ness Avenue
San Francisco, CA

Public Meetings
San Francisco
Wednesday, January 16, 2013
7:00 p.m.
California Public Utilities Commission
Auditorium
505 Van Ness Avenue
San Francisco, CA

San Rafael
Thursday, January 17, 2013
2:00 p.m. and 7:00 p.m.
San Rafael City Council Chambers
1400 Fifth Ave.
San Rafael, CA 94915

The Commission welcomes your participation and comments. If you are unable to



Important Messages to Our Customers

Invoice Number: 61821021 Invoice Date: 12/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

attend these meetings, you may submit written comments to the Commission's Public Advisor's Office at 320 W. 4th Street, Suite 500, Los Angeles, CA 90013, at the Commission's web comment site www.cpuc.ca.gov/415, or via e-mail to public.advisor.la@cpuc.ca.gov. Additionally, you may call the Area Code Hotline number for more information at (866) 340 - 6147. It is the Commission's policy to schedule hearings in locations that are accessible to everyone. If you require additional accessibility assistance, such as a sign language interpreter, please contact the Commission's Public Advisor's Office five business days prior to the meeting date toll free at (866) 849-8390 or toll free TTY at (866) 836-7825.

TO OUR CUSTOMERS IN COLORADO:
COLORADO PUC SETS INTEREST RATE ON CUSTOMER DEPOSITS FOR 2013

The Colorado Public Utilities Commission has established the interest rate on customer deposits to be paid by jurisdictional telecommunications utilities at 0.34% for calendar year 2013.

TO OUR CUSTOMERS IN GEORGIA:
GEORGIA PSC INCREASES THE GEORGIA UNIVERSAL ACCESS FUND (UAF)

The Georgia Public Service Commission has increased the Georgia Universal Service Fund (USF) contribution factor to 2.0% effective January 1, 2013.

TO OUR CUSTOMERS IN OKLAHOMA:
VERIZON BUSINESS DETARIFFING IN OKLAHOMA

Beginning February 1, 2013, Verizon Business will no longer tariff its services with the Oklahoma Corporation Commission. The in-state Long Distance and Local Exchange services offered and the rates, terms and conditions of these offered services, will be set forth in our Service Publication and Price Guide (the "Guide"), available on our current website at http://www.verizonbusiness.com/us/publications/service_guide.

This change will not affect the rates or terms and conditions for the services to which you currently subscribe. Your signed contract or term plan agreement will continue to apply until expiration, and your continued use of the services in the Guide will constitute acceptance of the rates, terms and conditions set forth in the Guide. If you have any questions, please call Verizon Business at the toll-free number listed on your telephone bill or visit us at www.verizonbusiness.com



Important Messages to Our Customers

Invoice Number: 61821021 Invoice Date: 12/10/2012
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

TO OUR CUSTOMERS IN SOUTH CAROLINA:
SOUTH CAROLINA PSC INCREASES THE SC UNIVERSAL SERVICE FUND (USF) RATE

The South Carolina Public Service Commission has increased the Universal
Service Fund (USF) rate from 2.4860% to 2.5992%, effective December 1, 2012.

GMAC INC
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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 55 of 73

Invoice Number 61821021
Invoice Date 12/10/2012
Page Number 1

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Date	Reference Number	Invoice Amount	Adjustments	Adjustment Description	Payments	Total
08/10/2010	66460502	\$0.00	\$600.00CR	INSTALL CREDIT	\$0.00	\$600.00CR
12/10/2011	63657206	\$0.00	\$3,363.50CR	LATE DISCONNECT	\$0.00	\$3,363.50CR
12/10/2011	63657206	\$0.00	\$277.49CR	STATE & LOCAL SALES TAX	\$0.00	\$277.49CR
10/10/2012	66383073	\$245,258.47	\$0.00		\$0.00	\$245,258.47
11/10/2012	74882713	\$123,434.43	\$0.00		\$0.00	\$123,434.43
Total Past Due		\$368,692.90	\$4,240.99CR		\$0.00	\$364,451.91



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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 56 of 73

Invoice Number 61821021
Invoice Date 12/10/2012
Page Number 2

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
Voice Services						
Local Service	\$0.00	\$45.10	\$0.00	\$0.00	\$8.23	\$53.33
Total Voice Services	\$0.00	\$45.10	\$0.00	\$0.00	\$8.23	\$53.33
Data Services						
Access	\$0.00	\$97,967.00	\$0.00	\$9,995.80CR	\$20,910.38	\$108,881.58
Data Transport	\$0.00	\$86,936.56	\$0.00	\$5,511.00	\$0.00	\$92,447.56
Total Data Services	\$0.00	\$184,903.56	\$0.00	\$4,484.80CR	\$20,910.38	\$201,329.14
Total Current Charges	\$0.00	\$184,948.66	\$0.00	\$4,484.80CR	\$20,918.61	\$201,382.47

*Taxes may include Surcharges & Universal Service Fees.



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LEHIGH VALLEY, PA 18002-5164

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Total
Long Distance/Data/Internet Taxes and Surcharges	
State & Local Taxes	\$769.44
State & Local Surcharges	\$2,035.01
Federal Universal Service Fee	\$13,795.08
Carrier Cost Recovery Charge	\$1,574.40
Property Tax Recovery Charge	\$2,736.45
Total Long Distance/Data/Internet Taxes and Surcharges	\$20,910.38
Local Service Taxes and Surcharges	
Federal Excise Tax	\$1.40
State & Local Taxes	\$2.70
State & Local Surcharges	\$1.35
Local 9-1-1 Fee	\$1.50
Federal Universal Service Fee	\$1.15
Carrier Cost Recovery Charge	\$0.13
Total Local Service Taxes and Surcharges	\$8.23
Total	\$20,918.61



GMAC INC
PO BOX 25164 ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 58 of 73

Invoice Number 61821021
Invoice Date 12/10/2012
Page Number 4

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Qualifying	Unit	Eligible	Unit	Calculated Discount	Applied Discount
DOMESTIC PIP DISCOUNT Based on Gross Data Networking Discount Total			\$7,348.00CR \$7,348.00CR	D	\$5,511.0000 \$5,511.0000	\$5,511.00 \$5,511.00
ETHERNET ACCESS DISCOUNT -TYPE 1 Based on Gross ETHERNET ACCESS Total			\$14,991.00 \$14,991.00	D	\$2,998.2000CR \$2,998.2000CR	\$2,998.20CR \$2,998.20CR
ETHERNET ACCESS DISCOUNT -TYPE 3 Based on Gross ETHERNET ACCESS Total			\$69,976.00 \$69,976.00	D	\$6,997.6000CR \$6,997.6000CR	\$6,997.60CR \$6,997.60CR
Total Discounts						\$4,484.80CR
Total Discounts and Promotions						\$4,484.80CR

Key to "Unit" columns: D=Dollars, C=Calls/Units, M=Minutes, S=SKUs, T=Terabytes, G=Gigabytes, B=Megabytes



GMAC INC
PO BOX 25164 ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17
Pg 59 of 73

Main Document

Invoice Number 61821021
Invoice Date 12/10/2012
Page Number 5

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
GMAC FINANCIAL SERVICES ATLANTA, GA P1736097	0	0.00	\$0.00	\$7,348.00CR	\$0.00	\$5,511.00	\$0.00	\$1,837.00CR
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56R	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$7,203.41	\$36,067.41
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56W	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$7,203.42	\$36,067.42
GMAC FINANCIAL SERVICES DURHAM, NC T10CH580	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,338.21	\$8,884.21
GMAC FINANCIAL SERVICES DURHAM, NC T10CH6CM	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,338.24	\$8,884.24
GMAC FINANCIAL SERVICES LITHIA SPRINGS, GA T10CH6MV	0	0.00	\$0.00	\$7,358.00	\$0.00	\$735.80CR	\$1,599.30	\$8,221.50
GMAC FINANCIAL SERVICES PLANO, TX T10CH73S	0	0.00	\$0.00	\$2,753.00	\$0.00	\$550.60CR	\$699.89	\$2,902.29
GMAC FINANCIAL SERVICES ATLANTA, GA T10CH988	0	0.00	\$0.00	\$5,698.00	\$0.00	\$569.80CR	\$1,238.48	\$6,366.68
GMAC FINANCIAL SERVICES AUBURN HILLS, MI T10CJB1R	0	0.00	\$0.00	\$1,498.00	\$0.00	\$299.60CR	\$289.43	\$1,487.83
RESIDENTIAL CAPITAL PORTSMOUTH, UNITED KINGDOM W0W58918	0	0.00	\$0.00	\$15,417.31	\$0.00	\$0.00	\$0.00	\$15,417.31
RESIDENTIAL CAPITAL PORTSMOUTH, UNITED KINGDOM W0W58944	0	0.00	\$0.00	\$23,241.24	\$0.00	\$0.00	\$0.00	\$23,241.24
RESIDENTIAL CAPITAL REDDITCH, UNITED KINGDOM W0W59459	0	0.00	\$0.00	\$16,048.52	\$0.00	\$0.00	\$0.00	\$16,048.52
RESIDENTIAL CAPITAL HORSHAM (WEST SUSSEX), UNITED KINGDOM W0W60085	0	0.00	\$0.00	\$16,695.97	\$0.00	\$0.00	\$0.00	\$16,695.97
RESIDENTIAL CAPITAL HORSHAM (WEST SUSSEX), UNITED KINGDOM W0W60777	0	0.00	\$0.00	\$22,881.52	\$0.00	\$0.00	\$0.00	\$22,881.52



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PO BOX 25164 ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 60 of 73

Invoice Number 61821021
Invoice Date 12/10/2012
Page Number 6

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
GMAC INC FORT WASHINGTON, PA 4DY01144	0	0.00	\$0.00	\$45.10	\$0.00	\$0.00	\$8.23	\$53.33
Total	0	0.00	\$0.00	\$184,948.66	\$0.00	\$4,484.80CR	\$20,918.61	\$201,382.47

*Taxes may include Surcharges & Universal Service Fees.

Note: This report is sorted by account number.



Invoice Dated 1/10/2013

Verizon Business
500 Technology Dr Ste 840
Weldon Spring MO 63304

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 62 of 73

Corporation ID 93339907
Bill Payer ID Y2651326
Node No. 15598865

GMAC INC
PO BOX 25164
ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

GMAC INC
PO BOX 25164
ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164



Corporate ID: VN93339907
Bill Payer ID: Y2651326
Invoice Number: 62758978
Invoice Date: 01/10/2013
R Location: WMW

GMAC INC
PO BOX 25164
ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

Statement Summary

Current Usage Charges	\$0.00
Current Monthly Recurring Charges	\$98,012.10
Current Non-Recurring Charges	\$0.00
Discounts and Promotions Applied	<u>\$9,995.80CR</u>
Subtotal Current Charges	\$88,016.30
Federal Excise Tax	\$1.40
State and Local Taxes	\$771.75
Federal, State, and Local Surcharges	\$6,324.92
Federal Universal Service Fee (FUSF)	<u>\$12,765.48</u>
Total Taxes/Surcharges	\$19,863.55
Total Current Charges	\$107,879.85
Total Past Due	<u>\$565,834.38</u>
Total Amount Due	\$673,714.23

Contact us online at <https://enterprisecenter.verizon.com> or call 800-933-0944
See reverse side for additional contact and payment information.



Bill Payer ID: Y2651326
GMAC INC
Invoice Number: 62758978
Invoice Date: 01/10/2013

If Paying By Mail, Return This Form With
Payment
Payment is Due Upon Receipt

Total Amount Due \$ 673,714.23

Amount Enclosed \$ _____

707902 34020605010302061 627589786 00010787985 01/10/13

7079023402060501030206162758978600010787985

Verizon Business
P.O. BOX 660794
DALLAS, TX 75266-0794



If You Have a Question about Your Invoice

Verizon Enterprise Center, our online account management tool, is available at <https://enterprisecenter.verizon.com>. As a user, you can view your invoice online, open an inquiry about your invoice, and pay electronically using our optional Online Payment feature. If you are not yet a registered user, see the self-enrollment instructions at the bottom of this page.

How to Pay Your Invoice

Paying Online. Select Payments from the Verizon Enterprise Center Invoices section to pay by Electronic Fund Transfer (EFT), Visa, Master Card, American Express, or Discover Card.

Paying by Mail. Detach the payment slip at the bottom of the reverse side of this sheet, enter the amount paid, and return it in the envelope provided, enclosing a check or money order made payable to "Verizon Business."

Paying by Phone. Call Verizon Business Financial Services at 1-800-806-8470 to authorize a one-time payment using a checking account or Visa, Master Card, American Express, or Discover Card (Payment by Credit Card is not available for wholesale customers). For the recurring payment option, please use Verizon Enterprise Center Online Payment (see "Paying Online" above).

Paying by ACH or Wire Transfer. Use the following bank information to remit by ACH or wire transfer:

Bank Name: BNY Mellon

ABA (routing #): 043000261

DDA (account #): 144-6098

International Swift Code: MELNUS3P

Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees

1. Start the process at <https://www.verizonbusiness.com/invite>. If you do not have a Verizon Enterprise Center User ID, click "register for a User ID."
2. Register for online billing by entering your User ID, Password, and your Invitation Code 8KDBZWLOY3, which expires on 03/25/2013. Protect this Invitation Code as you would any password.*
3. Go paperless and avoid future paper invoice charges by selecting "Invoices/Paperless Billing" from the Verizon Enterprise Center home page.

* This Invitation Code provides access to your billing information, including Customer Proprietary Network Information as defined by the FCC and the CPNI statute at 47 U.S.C. sec. 222(h) (1). Any person who enters the Invitation Code online will be understood by Verizon to be your authorized and authenticated representative.



Important Messages to Our Customers

Invoice Number: 62758978 Invoice Date: 01/10/2013
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

IF YOU HAVE A QUESTION ABOUT YOUR BILL:
CREATE AN INVOICE INQUIRY ONLINE VIA VERIZON ENTERPRISE CENTER

Save time by opening and monitoring billing inquiries in the Verizon Enterprise Center at <https://enterprisecenter.verizon.com>. You can access a "Create an Invoice Inquiry" link from multiple places in the Verizon Enterprise Center:

- In the left hand navigation links from any screen of your online invoice.
- From the Quick Access dropdown beside any account number in your Invoice List screen.
- From the Billing Inquiry pod on the Invoices home screen. You will need to enter an account number when using this path.

To open an inquiry, click "Create an Invoice Inquiry" from any of the above screens and follow three simple steps:

1. Select an inquiry issue from the drop down list and enter an account number if one did not automatically populate.
2. Add any details you feel are needed.
3. Review and click "Submit."

If you are not yet a Verizon Enterprise Center user, you can self enroll by following the steps under "Sign Up for Online Billing and Go Paperless to Avoid Future Paper Invoice Fees" shown on the reverse side of the Statement Summary page of this invoice.

TO OUR CUSTOMERS WHO PAY BY CHECK:
YOUR CHECK MAY BE PROCESSED AS AN ELECTRONIC FUNDS TRANSFER

When you provide a check as payment, you authorize Verizon either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction.

TO OUR CUSTOMERS WITH SERVICE IN THE UNITED STATES:
FEDERAL UNIVERSAL SERVICE FEE TO CHANGE TO 16.1%, EFFECTIVE JANUARY 1, 2013

In response to changes in carrier contribution factors established by the Federal Communications Commission, Verizon's Federal Universal Service Fee (FUSF) will be adjusted from 17.4% to 16.1%, effective January 1, 2013. FUSF is applied to eligible interstate and international telecommunications charges, and to Interconnected Voice over IP charges. FUSF is defined in Verizon Business Service Publication and Price Guide, and appears on your invoice under the "Taxes and Surcharges" heading.

TO OUR VOICE OVER IP CUSTOMERS:
ENROLL NOW IN TRAINING TO PREPARE FOR ENHANCED VoIP REPORTING

Effective January 20, online VoIP reporting functionality will change



Important Messages to Our Customers

Invoice Number: 62758978 Invoice Date: 01/10/2013
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

significantly. Customers will experience a new user interface, as well as enhancements such as e-mail notification, expanded download file sizes, and faster response time. Customer Administrators should participate in a training session prior to January 20 to become familiar with these changes. To enroll in online training, go to <https://customertraining.verizon.com/commercial> and login using your current Verizon Enterprise Center login ID and Password. From the "Catalog" dropdown in the top navigation link, select 'VoIP', 'IAC', and 'VoIP Reporting' under the "IAC - Administrative Console" section. Click "Upcoming Sessions" and select a time that fits your schedule from the dropdown list of available classes. The new VoIP reports will still be accessible from <https://enterprisecenter.verizon.com> (using your current Verizon Enterprise Center ID and Password), via the "Manage Voice over IP" hyperlink, under the "Network Tools" tab.

TO OUR CUSTOMERS IN GEORGIA:

A MESSAGE FROM THE GEORGIA PUBLIC SERVICES COMMISSION - NEW GEORGIA UNIVERSAL ACCESS FUND SURCHARGE EFFECTIVE JANUARY 1, 2013

In May 2012, legislation was enacted in Georgia that allows local exchange companies to establish a surcharge to collect from its customers contributions required under Code Section 46-5-167 - Universal Access Fund after approval by the Georgia Public Service Commission. Having been granted Commission approval, effective January 1, 2013, Verizon will assess a surcharge identified as "GA Universal Access Fund (UAF) Surcharge" calculated as 2% of intrastate retail revenues. The rate of the surcharge is equal to the contribution factor established by the Public Service Commission.

TO OUR CUSTOMERS IN MINNESOTA:

MN DEPARTMENT OF COMMERCE NOTICE - MINNESOTA RELAY SERVICE AND THE TED PROGRAM

Minnesota Relay is a free service that uses a specially trained communications assistant (CA) to facilitate the telephone conversation between a person who has a hearing loss or a speech disability and the person with which they wish to speak. Calls can be made to anywhere in the world (long distance charges apply), 24 hours a day, 365 days a year. All calls are completely confidential.

To make a Minnesota Relay call, just dial 7-1-1. Once connected to the relay service, tell the CA the type of relay call you wish to make. Or, you may dial the specific toll free number for the type of relay service.

TYPES OF RELAY SERVICES

Captioned Telephone (CapTelå)

CapTel is an amplified telephone and relay captioning service that allows people who are hard of hearing to see word-for-word captions of their telephone



Important Messages to Our Customers

Invoice Number: 62758978 Invoice Date: 01/10/2013
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

conversation on a bright, easy-to-read display window built into the CapTel phone, while also listening to what is being said using their residual hearing (much like TV captioning). Requires a CapTel phone. If you wish to contact a person who uses a CapTel phone, dial: 1-877-243-2823.

Voice Carry Over (VCO): 1-877-627-3024

Allows a person who has difficulty hearing on the phone to voice their conversations directly to the other person on the call. The CA then types the other person's response to the VCO user. Requires a special telephone.

Two-Line VCO: 1-866-855-4611

Allows a VCO user to use one telephone line for speaking directly to the other person, while the second line is used to receive the CA's typed response from the other person. This enhanced feature provides a more natural flow of conversation without the pauses of single-line VCO calls. Additional service and equipment requirements.

Hearing carry Over (HCO): 1-800-627-3529

Allows a person who can hear but who has very limited or no speech capability to make and receive phone calls. The HCO user types his/her conversation for the CA to read to the other person, and listens directly to the other person's response. Requires a special telephone.

Text Telephone (TTY): 1-800-627-3529

Allows a person who is deaf, hard of hearing, or speech disabled to use a TTY to communicate with the other person on the call.

Standard Telephone: 1-800-627-3529

A hearing person may use a standard telephone to place a relay call and easily converse with a person who is deaf, hard of hearing, or speech disabled.

Speech-to-Speech (STS): 1-877-627-3848

Allows a person who has difficulty speaking or being understood on the phone to communicate using his or her own voice or voice synthesizer. The CA re-voices the words of the person with a speech disability so the other person on the call can understand them. No special telephone is required.

Computer (ASCII): 1-800-627-3529

Computer users can also access Minnesota Relay. Set your communications software to the following protocols: speeds ranging from 300 to 2400; 8 Bits; No Parity; 1 Stop Bit; Full Duplex. When calling at a rate of 300 or below, follow the above using Half Duplex.

Spanish Relay: 1-877-627-5448

Allows a Spanish speaking person to use Minnesota Relay. The CA relays calls between a Spanish speaking person with a hearing or speech disability and a Spanish speaking hearing person.

900 pay-per-call Services: 1-900-230-3324

Allows a relay user to connect to any pay-per-call service.



Important Messages to Our Customers

Invoice Number: 62758978 Invoice Date: 01/10/2013
Corporation ID: 93339907 Bill Payer ID: Y2651326 Node Number: 15598865

IMPORTANT INFORMATION

Emergency Assistance

TTY callers should dial 9-1-1 directly in emergency. All 9-1-1 centers are equipped to handle TTY calls. Minnesota Relay can process emergency calls, but this may delay the response to your call.

Billing Options for Long Distance Relay calls

- Direct
- Collect
- Pre-paid calling card
- Carrier calling card
- Third-party billing

Filing a complaint

If you would like to file a complaint regarding Minnesota Relay, please call 1-800-657-3775. You will need to provide the date and time of the relay call, the CA's identification number, and the nature of your complaint. To file a relay complaint with the Federal Communications Commission call toll-free at 1-888-225-5322 (voice) / 1-888-835-5322 (TTY), or file on line at <http://www.fcc.gov/complaints>.

For More Information on Minnesota Relay Services

1-800-657-3775 or www.mnrelay.org

TELEPHONE EQUIPMENT DISTRIBUTION (TED) PROGRAM

The TED Program provides free specialized telecommunications equipment to income eligible Minnesotans who are having trouble using the telephone due to a hearing, speech, or physical disability.

For More Information on the TED program

1-800-657-3663 (voice) / 1-888-206-6555 (TTY) or www.tedprogram.org

TO OUR CUSTOMERS IN VERMONT:

VERMONT PSB INCREASED THE VERMONT UNIVERSAL SERVICE FUND (VUSF) RATE

Effective September 1, 2012, the Vermont Public Service Board (PSB) increased the Vermont Universal Service Fund charge increased from 1.6% to 1.82% of revenues per month. This charge is billed by Verizon and paid to the fund administrator where it is used to provide affordable telecommunications service throughout the state.

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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 69 of 73

Invoice Number 62758978
Invoice Date 01/10/2013
Page Number 1

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Date	Reference Number	Invoice Amount	Adjustments	Adjustment Description	Payments	Total
08/10/2010	66460502	\$0.00	\$600.00CR	INSTALL CREDIT	\$0.00	\$600.00CR
12/10/2011	63657206	\$0.00	\$3,363.50CR	LATE DISCONNECT	\$0.00	\$3,363.50CR
12/10/2011	63657206	\$0.00	\$277.49CR	STATE & LOCAL SALES TAX	\$0.00	\$277.49CR
10/10/2012	66383073	\$245,258.47	\$0.00		\$0.00	\$245,258.47
11/10/2012	74882713	\$123,434.43	\$0.00		\$0.00	\$123,434.43
12/10/2012	61821021	\$201,382.47	\$0.00		\$0.00	\$201,382.47
Total Past Due		\$570,075.37	\$4,240.99CR		\$0.00	\$565,834.38



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PO BOX 25164 ATTN: PO73708
LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 70 of 73

Invoice Number 62758978
Invoice Date 01/10/2013
Page Number 2

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
Voice Services						
Local Service	\$0.00	\$45.10	\$0.00	\$0.00	\$8.92	\$54.02
Total Voice Services	\$0.00	\$45.10	\$0.00	\$0.00	\$8.92	\$54.02
Data Services						
Access	\$0.00	\$97,967.00	\$0.00	\$9,995.80CR	\$19,854.63	\$107,825.83
Total Data Services	\$0.00	\$97,967.00	\$0.00	\$9,995.80CR	\$19,854.63	\$107,825.83
Total Current Charges	\$0.00	\$98,012.10	\$0.00	\$9,995.80CR	\$19,863.55	\$107,879.85

*Taxes may include Surcharges & Universal Service Fees.



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LEHIGH VALLEY, PA 18002-5164

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Total
Long Distance/Data/Internet Taxes and Surcharges	
State & Local Taxes	\$767.55
State & Local Surcharges	\$2,011.82
Federal Universal Service Fee	\$12,764.41
Carrier Cost Recovery Charge	\$1,574.40
Property Tax Recovery Charge	\$2,736.45
Total Long Distance/Data/Internet Taxes and Surcharges	\$19,854.63
Local Service Taxes and Surcharges	
Federal Excise Tax	\$1.40
State & Local Taxes	\$2.70
State & Local Surcharges	\$1.35
Local 9-1-1 Fee	\$1.50
Federal Universal Service Fee	\$1.07
Carrier Cost Recovery Charge	\$0.13
GA Universal Access Fund	\$0.77
Total Local Service Taxes and Surcharges	\$8.92
Total	\$19,863.55



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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17 Main Document
Pg 72 of 73

Invoice Number 62758978
Invoice Date 01/10/2013
Page Number 4

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Qualifying	Unit	Eligible	Unit	Calculated Discount	Applied Discount
ETHERNET ACCESS DISCOUNT -TYPE 1						
Based on Gross						
ETHERNET ACCESS			\$14,991.00	D	\$2,998.2000CR	\$2,998.20CR
Total			\$14,991.00		\$2,998.2000CR	\$2,998.20CR
ETHERNET ACCESS DISCOUNT -TYPE 3						
Based on Gross						
ETHERNET ACCESS			\$69,976.00	D	\$6,997.6000CR	\$6,997.60CR
Total			\$69,976.00		\$6,997.6000CR	\$6,997.60CR
Total Discounts						\$9,995.80CR
Total Discounts and Promotions						\$9,995.80CR

Key to "Unit" columns: D=Dollars, C=Calls/Units, M=Minutes, S=SKUs, T=Terabytes, G=Gigabytes, B=Megabytes



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LEHIGH VALLEY, PA 18002-5164

12-12020-mg Doc 6341 Filed 01/23/14 Entered 01/23/14 16:50:17
Pg 73 of 73

Main Document

Invoice Number 62758978
Invoice Date 01/10/2013
Page Number 5

Corporation ID 93339907 Bill Payer Y2651326 Node No. 15598865

Description	Calls	Minutes	Usage Charges	Recurring Charges	Non-Recurring Charges	Estimated Discounts & Promotions	Estimated Taxes*	Total
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56R	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$6,839.69	\$35,703.69
GMAC FINANCIAL SERVICES POUGHKEEPSIE, NY T10CH56W	0	0.00	\$0.00	\$31,710.00	\$0.00	\$2,846.00CR	\$6,839.69	\$35,703.69
GMAC FINANCIAL SERVICES DURHAM, NC T10CH580	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,279.16	\$8,825.16
GMAC FINANCIAL SERVICES DURHAM, NC T10CH6CM	0	0.00	\$0.00	\$8,620.00	\$0.00	\$1,074.00CR	\$1,279.17	\$8,825.17
GMAC FINANCIAL SERVICES LITHIA SPRINGS, GA T10CH6MV	0	0.00	\$0.00	\$7,358.00	\$0.00	\$735.80CR	\$1,508.26	\$8,130.46
GMAC FINANCIAL SERVICES PLANO, TX T10CH73S	0	0.00	\$0.00	\$2,753.00	\$0.00	\$550.60CR	\$667.73	\$2,870.13
GMAC FINANCIAL SERVICES ATLANTA, GA T10CH988	0	0.00	\$0.00	\$5,698.00	\$0.00	\$569.80CR	\$1,167.98	\$6,296.18
GMAC FINANCIAL SERVICES AUBURN HILLS, MI T10CJB1R	0	0.00	\$0.00	\$1,498.00	\$0.00	\$299.60CR	\$272.95	\$1,471.35
GMAC INC FORT WASHINGTON, PA 4DY01144	0	0.00	\$0.00	\$45.10	\$0.00	\$0.00	\$8.92	\$54.02
Total	0	0.00	\$0.00	\$98,012.10	\$0.00	\$9,995.80CR	\$19,863.55	\$107,879.85

*Taxes may include Surcharges & Universal Service Fees.

Note: This report is sorted by account number.

